



**Solid Waste Department  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

EDDIE VALERO  
District Four

DENNIS TOWNSEND  
District Five

**AGENDA DATE:** September 29, 2020

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Guillermo Hermoso    PHONE: (559) 624-7198		

**SUBJECT:** Approve an amendment to Agreement No. 27398 with Shamrock Recycling LLC

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an amendment to Agreement No. 27398 with Shamrock Recycling LLC, extending the term of the agreement to June 30, 2025 in order to continue diverting recyclable material from the waste stream.
2. Authorize the Chair to sign three (3) copies of the amendment.

**SUMMARY:**

On November 1, 2015, your Board entered into Agreement No. 27398 with Shamrock Recycling LLC for tire recycling and diversion services at the Tulare County Landfill System through October 31, 2018. This agreement included the option for two (2) one-year extensions subject to the same terms and conditions at the original contract rate of \$180.00/ton.

Shamrock Recycling LLC has executed both one-year extensions, extending the termination date of the original agreement to October 31, 2020. Shamrock Recycling LLC was offered the option to renew Agreement No. 27398 for a 56-month term under the original terms and conditions with a new termination date of June 30, 2025. The option to renew Agreement No. 27398 was approved by the vendor on September 15, 2020.

This agreement deviates from standard County contract protocol, in that it contains a termination clause in which the County may elect to terminate the agreement

**SUBJECT:** Approve an amendment to Agreement No. 27398 with Shamrock  
**DATE:** Recycling LLC  
September 29, 2020

without cause by giving Shamrock a thirty (30) day written notice.

**FISCAL IMPACT/FINANCING:**

The annual service cost of this agreement is approximately \$275,000. There is Zero Net County Cost to the General Fund associated with this action.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the Quality of Life Initiative to promote public health and welfare educational opportunities, natural resource management, and continued improvement of environmental quality. This agreement fulfills this initiative by ensuring recyclable materials are diverted from the waste stream, promoting a commitment to environmental compliance while extending the life of the landfill.

**ADMINISTRATIVE SIGN-OFF:**



Bryce Howard  
Director- Solid Waste

cc: County Administrative Office

Attachment(s)

A- Tulare County Agreement 27398

B- Agreement 27398 Third Amendment

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN )  
AMENDMENT TO AGREEMENT NO. 27398 ) Resolution No. \_\_\_\_\_  
WITH SHAMROCK RECYCLING LLC ) Agreement No. \_\_\_\_\_

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved an amendment to Agreement No. 27398 with Shamrock Recycling LLC, extending the term of the agreement to June 30, 2025 in order to continue diverting recyclable material from the waste stream.
2. Authorized the Chair to sign three (3) copies of the amendment.

**AGREEMENT  
WASTE TIRE REMOVAL AND RECYCLING**

**I. INTRODUCTION**

**THIS AGREEMENT** is entered into as of November 1, 2015, between the COUNTY OF TULARE, referred to as COUNTY, and, SHAMROCK RECYCLING OF CALIFORNIA, INC., a California Corporation referred to as CONTRACTOR, with reference to the following:

**II. RECITALS**

A. WHEREAS, COUNTY owns the Visalia Landfill at Road 80 and Avenue 328, the Teapot Dome Landfill at Road 208 and Avenue 128 and the Woodville Landfill at Road 152 and Avenue 198 (currently inactive) all of which are located in the County of Tulare (SITES); and

B. WHEREAS, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.,) mandates that COUNTY develop programs to divert solid waste from landfill facilities through source reduction, recycling, and composting activities; and

C. WHEREAS, the COUNTY has requested proposals from companies and the CONTRACTOR has submitted a proposal to the COUNTY; and

~~D. WHEREAS, CONTRACTOR has the capability to remove and divert Waste Tires and Waste Tires with Rims brought to COUNTY'S Landfills; and~~

E. WHEREAS, pursuant to Government Code 4526, COUNTY has determined that CONTRACTOR possesses the demonstrated competence and professional qualifications

**ACCORDINGLY, IT IS AGREED:**

**III. DEFINITIONS**

A. Waste Tire - A whole or partial tire of any size that may or not be reinforced with cords of nylon, fiberglass, steel or other material, originally manufactured for any wheeled on or off road vehicle, which is not on a vehicle and may not be suitable for its original intended use due to wear, damage, or defect.

- B. Transport Trailer - A licensed and insured cargo container owned and operated by CONTRACTOR in compliance with all local, State and Federal laws and regulations.
- C. Rim - A ferrous or non-ferrous circular structure on which a tire is fitted in order to permit attachment to a vehicle.
- D. Landfills - The name and address of the landfills are as follows: Visalia Landfill located at 8614 Avenue 328, the Teapot Dome Landfill located at 21063 Avenue 128, and the currently inactive Woodville Landfill at 19800 Road 152 all of which are located in the County of Tulare, California.

#### **IV. SPECIFIC TERMS**

1. **TERM:** This Agreement shall become effective as of November 1, 2015 and shall expire at 11:59 PM on October 31, 2018 unless otherwise terminated as provided in this Agreement. COUNTY may elect to extend this agreement for up to two (2) additional one-year terms at the same rates and subject to the same terms and conditions by giving CONTRACTOR written notice of its election no later than thirty (30) days before expiration of the initial or extended term.

2. **SERVICES TO BE PERFORMED:** CONTRACTOR shall accept and remove all waste tires, with or without rims, made available at COUNTY'S landfill SITES. CONTRACTOR shall provide all personnel, vehicles and equipment necessary to process and remove all Waste Tires and Waste Tires with Rims at each Landfill. CONTRACTOR shall provide empty transport trailers for COUNTY personnel to load with Waste Tires and Waste Tires with Rims within seven (7) calendar days of a telephoned COUNTY request to do so and shall remove them as outlined in CONTRACTOR's proposal attached as **EXHIBIT A**.

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3. **PAYMENT FOR SERVICES:** CONTRACTOR shall be paid the rate of \$180 (one hundred eighty dollars) for each ton of Waste Tires, with or without Rims, removed from Landfills in the manner specified in CONTRACTOR's proposal attached as **EXHIBIT A**.

4. **METHOD OF BILLING AND PAYMENT:** Once each month, CONTRACTOR shall present invoice to the Solid Waste Director or his designee for all material removed from Landfills during the previous month. Said invoice will delineate the total number of tons removed from each Landfill during the previous calendar month. Invoices will be accompanied by copies of COUNTY's individual weight tickets for the billing period. The form and content of the invoice shall satisfy the Tulare County Auditor. COUNTY will endeavor to pay CONTRACTOR within 30 days after approval of an invoice by the Solid Waste Director or his designee and the Auditor. COUNTY will endeavor to notify the CONTRACTOR of any objections, questions, or complaints regarding any particular invoice within 15 days of receipt of such invoice. If COUNTY determines that any

amounts were improperly billed and/or paid to the CONTRACTOR, or CONTRACTOR was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice. CONTRACTOR will be entitled to an explanation of any such adjustments upon request. No interest or penalties shall accrue for late payments.

**5. OPERATIONS:** COUNTY shall provide access to each designated Landfill at times established by COUNTY, and COUNTY shall provide CONTRACTOR with adequate operational space at each site.

All work performed by CONTRACTOR shall be coordinated with the Tulare County Refuse Site Coordinator in such manner as to minimize disruption to COUNTY'S landfill operations. CONTRACTOR shall designate and keep COUNTY apprised of the identity of a project manager who shall be responsible for ensuring that all employees or agents of CONTRACTOR present a neat appearance, wear appropriate name badges when on COUNTY'S sites, and possess adequate training and/or certification and licenses required for the work they perform pursuant to this Agreement. CONTRACTOR shall establish methods for identifying, correcting and preventing deficiencies in the work to be performed by CONTRACTOR'S agents and employees.

COUNTY shall not direct CONTRACTOR'S agents or employees in the performance of their duties; however, in any dispute over the location, timing or public safety aspects of CONTRACTOR'S on-site operations, COUNTY'S decision shall be final.

Title to all Waste Tires and Waste Tires with Rims removed by CONTRACTOR shall vest in CONTRACTOR when the loaded transport trailer leaves the landfill site at which it was loaded. CONTRACTOR shall be solely responsible for transporting and recycling of all removed Waste Tires and Tires with Rims in full compliance with all local, State and Federal laws and regulations. CONTRACTOR shall provide COUNTY with copies of all licenses, certifications, permits and manifests required by any local, State or Federal agency with jurisdiction over the hauling or recycling of waste tires upon request.

CONTRACTOR shall have the sole responsibility for determining to its satisfaction that waste tires have been properly loaded for legal travel on a roadway before removing a trailer from the Landfill.. If Contractor has determined Trailer is not loaded properly so as to be safe for travel on roadways, Contractor can request County reload Trailer to Contractor's specifications, as Contractor accepts all liability once trailer is removed from the Landfill.

CONTRACTOR shall endeavor to dispose of all Waste Tires and Waste Tires with Rims removed from Landfills in a manner that shall divert said materials from Landfills and maximize COUNTY'S compliance with the waste diversion mandates of the California Integrated Waste Management Act.

## V. GENERAL TERMS

### 6. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

7. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

9. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

10. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

11. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **EXHIBIT B** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT B** shall not be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR's full policy limits.



Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

12. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. **TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or

- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of

this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

15. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

16. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

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**COUNTY:**

**With A Copy To:**

County of Tulare Solid Waste Department  
5955 SOUTH MOONEY BLVD.  
Visalia, CA 93277  
Fax No.: 559-624-1041 / Confirming No.: 559-624-7195

**CONTRACTOR:**

Shamrock Recycling of California, Inc.  
PO Box 31146  
Stockton, CA 95213  
(209)969-2882 FAX: (209)465-2012

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing.

Either party may change the above address by giving written notice pursuant to this paragraph.

17. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

18. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

19. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

20. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

21. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

22. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

23. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

24. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

25. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

26. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

27. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: 10.27.15

BY [Signature]  
Chairman, Board of Supervisors



ATTEST: MICHAEL C. SPATA  
Interim County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By [Signature]  
Deputy Clerk

CONTRACTOR

Date: 10-19-2015

By [Signature]  
TITLE PRESIDENT

Date: 10-19-2015

By [Signature]  
TITLE CFO

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature]  
Deputy 20151533

Date 10/20/15

